

# **EXHIBIT A**

## **SNMP LICENSE AGREEMENT AND AMENDMENTS**

# SNMP Research International

Effective

Date: 12 / 8 / 99

## LICENSE AGREEMENT

It is understood and agreed that SNMP Research International, Incorporated (hereinafter SNMP) hereby grants to Cabletron Systems, Inc. (hereinafter Licensee) a license to the program materials and documentation (hereinafter called the Program), which comprise versions of NETMON, associated applications, and libraries which are implementations based on the Simple Network Management Protocol specified by RFC-1157 and the companion documents RFC-1155, RFC-1213, the Simple Network Management Protocol Version 2 documents RFC-1902 through RFC-1908, the Simple Network Management Protocol Version 2c document, RFC 1901, and the Simple Network Management Protocol Version 3 documents RFC-2271 to RFC-2275. This License Agreement is subject to the following terms and conditions:

### 1. Definitions

"SNMP" refers to SNMP Research International, Incorporated, having a principal office at 3001 Kimberlin Heights Road, Knoxville, Tennessee, USA.

"Licensee" and "Licensee address" are defined in Attachment A.

"Source" refers to both the source code and any and all associated developer documentation in human-readable or machine-readable media which are components of versions of NETMON, associated applications, and libraries.

"Software" refers to the programs built from the Source, either as provided by SNMP or as modified or enhanced by Licensee, and the associated documentation. "Software" includes the programs in object form, suitable for input to a linker, either as an object library or as individual files. It includes any of SNMP's proprietary tools required to make productive use of the Source, but does not include operating systems, compilers, linkers, and associated tools proprietary to other vendors. It does not include the programs in "Source" form.

"Licensed Modules" refers to that portion of the Program which is defined in Attachment A. Any new Licensed Modules or new versions of the Licensed Modules that SNMP may provide to Licensee, if any, in accordance with the terms of a software maintenance agreement, or otherwise, shall be subject to the terms and conditions of this License Agreement.

"Derivative Work" means any program or documentation in Source form or Software form which (i) is developed by Licensee through the use of the Program, or (ii) includes any features, provisions, algorithms, or other portions of the Program.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

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“Developer documentation” includes comments and instructions describing the internal structures of the Source code placed throughout the Sources. Descriptions of the System Dependent Applications Programming Interface and information which allows one to deduce the same are Developer Documentation. Developer documentation shall be considered a part of the Sources and subject to all protections provided by this License Agreement.

“User documentation” includes comments and instructions to the end user of the Software produced from the Licensed Modules and found in directories separate from the Source code but delivered within the Licensed Modules. Descriptions of the System Independent Applications Programming Interface are User documentation. User documentation is available to the Licensee for inclusion in its own product documentation.

## 2. Internal Use Rights

SNMP grants Licensee an irrevocable (except as provided herein), non-exclusive, non-transferable, and worldwide license to use, execute, reproduce, display, perform, prepare Derivative Works based upon, and distribute internally, copies of the Licensed Modules in either Source or Software forms, on the VxWorks operating system and the SmartSwitch 2000, 6000, and 6700 product family, provided that Licensee shall not distribute or transfer them to any person or persons outside Licensee’s organization without prior written permission from SNMP.

## 3. Binary Redistribution Rights

SNMP grants Licensee an irrevocable (except as provided herein), non-exclusive, non-transferable, and worldwide license to use, execute, reproduce, display, perform, prepare Derivative Works based upon, and distribute internally and externally, copies of the Licensed Modules and Derivative Works thereof in Software form on the VxWorks operating system and the SmartSwitch 2000, 6000, and 6700 product family.

These redistribution rights specifically include SNMP granting the Licensee the right to sublicense the Licensed Modules and Derivative Works thereof in Software form to its customers in association with the acquisition of Licensee’s hardware, software, or services so long as the Licensee’s sublicensing terms and conditions are at least as restrictive as those of this License Agreement.

Licensee agrees that software licenses will include a provision that will prevent its customers from reverse engineering or decompiling the software.

No rights are granted for the distribution of the Licensed Modules and Derivative Works thereof in Source form to any third party.

It is expressly agreed that these redistribution rights do NOT include the right to use, execute, reproduce, display, perform, distribute, or prepare Derivative Works based upon any source code containing modifications to the EMANATE® system dependent or system independent interfaces, or Derivative Works thereof. No rights to redistribute the EMANATE® Subagent Development Kit in any form are granted.

4. Service

Licensee acknowledges that the Program is a research tool still in the development stage, and that it is being supplied "as is" without any accompanying service from SNMP. Any and all accompanying service from SNMP shall be covered by separate agreement(s). Licensee acknowledges that SNMP does not represent or warrant that the Program is error free or that its use will be uninterrupted.

5. Warranties

Except as expressly set forth elsewhere in this Agreement, SNMP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. By way of example but not limitation, SNMP MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. Limitation of Liability

SNMP SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS ARISING FROM THE USE OR PERFORMANCE OF THE PROGRAM. SNMP'S LIABILITY ARISING OUT OF THE SUPPLYING OF THE PROGRAM OR ITS USE, WHETHER IN AN ACTION BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE SUM OF MONEY PAID TO SNMP BY THE LICENSEE FOR THE PROGRAM.

LICENSEE SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR DATA ARISING FROM THE USE OR PERFORMANCE OF THE PROGRAM.

## 7. Patents, Copyrights, and Trademarks

- (a) SNMP warrants that it is the copyright owner or licensee of the copyright owner of the entire Program and that it has the unqualified right to make the Program available to the Licensee and to grant licenses hereunder under the terms of this License Agreement free of any liens and encumbrances, except for clearly marked portions of the Program (for example, the MOSY MIB compiler which are based on work copyrighted by third party contributors to the ISODE package and/or other third parties).
- (b) These portions are clearly marked as such in the Program with notices such as, but not limited to, those shown in Attachment B and are copied with permission.
- (c) Licensee acknowledges that portions of the Program are derivative works of these third parties. Licensee further acknowledges that the use and incorporation of third party software in the Program may change from time to time, at SNMP's sole and exclusive option, primarily on release of a new version of the Program. In case SNMP provides the Licensee with a new release of the Program which newly uses or incorporates third party software, SNMP shall notify the Licensee of this change as soon as practicable but in any event will send notice to the Licensee of the change at the same time or prior to shipment of the new release of the Program to the Licensee.
- (d) To the best of SNMP's knowledge, the Program does not infringe any copyright of any third party. Should the Program become, or in SNMP's opinion be likely to become the subject of a claim of infringement on a copyright, SNMP may elect at its sole and exclusive option to:
  - i. procure for Licensee the right to continue to use the Program;
  - ii. replace or modify the Program, at no cost to Licensee, to make such program non-infringing, provided that the same function is performed by the replacement or modified Program; or
  - iii. if the right to continue to use cannot reasonably be procured or the Program cannot reasonably be replaced or modified, terminate the license to use such Program, accept its return, and refund a depreciated fee back to the Licensee based on a straight line three (3) year depreciation of the Initial License Fee.
- (e) SNMP will not have any liability to the Licensee under any provision of this clause if the infringement, or claim thereof, is based upon the use of the Program in combination with other equipment or software not provided

by SNMP if such infringement or claim would not have occurred except for such use in combination or with the third party software identified above.

- (f) To the best of SNMP's knowledge, the Program does not infringe on any patent, trademark, trade secret, or other intellectual property right of any third party, but SNMP makes no warranties regarding this except that to the best of its knowledge, there are no adverse claims as to same.
- (g) The foregoing states the entire liability of SNMP with respect to infringement of copyrights, patents, trademarks, trade secrets, or other intellectual property rights by the Program or any part thereof or by its use.
- (h) Licensee agrees to preserve and reproduce the copyright notices contained in the Program Source and Software in the same form and location as any legend appearing on or in the original from which copies are made. If the combination of Source components yields Software components with multiple identical copyright notices in a single binary image, Licensee may take appropriate actions to suppress the generation of the redundant strings, using the techniques already embedded in the Source, so long as at least one of each unique copyright notice is generated in the Software and all copyright notices are retained in the Source. Notice shall be given in the supporting documentation that copying and distribution is by permission of SNMP Research International, Inc. and the relevant third parties.

#### 8. Confidentiality and Non-Disclosure

The Licensee agrees that the Program and all related information received under this License Agreement has been developed by SNMP at great expenditures of time, resources, and money. Therefore, Licensee shall keep the Program Source received from SNMP, and the Sources of any Derivative Works, whether designated confidential or not, in the strictest confidence and will exercise the highest degree of care to safeguard the confidentiality of the Program Source and the Sources of any Derivative Works.

It is expressly understood and agreed that the strictures of confidentiality imposed by this License Agreement shall survive the termination of this License Agreement or any part thereof.

Licensee's obligation to maintain confidentiality shall not apply to any information or portion of the Program Source and the Sources of any Derivative Works

- i.) that is, or becomes, available to the public through no fault of or breach by Licensee, or

- ii.) which was in the possession of Licensee prior to the disclosure thereof by SNMP, or
- iii.) which was disclosed to Licensee by a third party having the right to make such disclosure, or
- iv.) which is independently developed by Licensee, or
- iv.) which is required to be disclosed by a court of competent jurisdiction or other relevant governmental authority.

The Licensee agrees that it will take appropriate action with its employees and consultants, by agreement or otherwise, to satisfy its obligations under this License Agreement with respect to use, copying, transference, protection, and security of the Program Source, and any other materials provided to the Licensee by SNMP as a result of this License Agreement.

#### 9. Ownership and Title

SNMP shall provide Licensee with the Licensed Modules at the same time that SNMP provides the license. Title and copyright to the Program shall at all times remain with SNMP. All rights and title to original code that is added to the Licensed Modules by Licensee shall vest in Licensee. If Licensee elects to communicate suggestions, modifications, improvements, or corrections to the Licensed Modules back to SNMP, in any manner, SNMP shall have the right to use all such changes and modifications at its discretion without obligation to the Licensee, including, but not limited to, their incorporation into the distributions of the Program made generally available to Licensees, including distribution to third parties.

#### 10. Exclusivity

This is a non-exclusive license. Nothing shall prevent SNMP from independently producing, selling, and distributing similar implementations without obligation to Licensee. Nothing shall prevent Licensee from independently producing, selling, and distributing similar products without obligation to SNMP. In the event that Licensee produces similar products, Licensee shall provide information to SNMP to authenticate that it was independently produced.

#### 11. Acceptance Period and Money Back Guarantee

SNMP offers a money back guarantee in lieu of warranties. Licensee shall conduct acceptance tests of the Program following delivery for a period of not longer than thirty (30) days. If during the acceptance period, the Licensee finds that the

Program does not meet Licensee's requirements for any reason, Licensee may, at Licensee's sole and exclusive option, return or certify in writing the destruction of all copies of the Program Source provided by SNMP to the Licensee, and all copies thereof, and all Derivative Works based on the Program Source in all forms in which case SNMP shall terminate the internal use and redistribution rights granted in this License Agreement, provide a timely refund of all monies received from the Licensee under this License Agreement, and cancel any outstanding invoices for amounts due under this License Agreement.

SNMP may deduct up to ten percent (10%) of the initial License fee as a restocking fee upon the exercise of the money back guarantee.

12. Use of Licensed Modules

The Licensed Modules will be used in the product family stated in Attachment A. Licensee shall inform SNMP before the Licensed Modules are used in another product family or development project. Additional charges may apply.

13. Publicity

Neither party shall divulge the material terms and conditions of this License Agreement without the prior written permission of the other party, except as required to exercise the rights contained herein. Disclosure by either SNMP or Licensee of the existence of this License Agreement without disclosure of its terms and conditions shall specifically be permitted and shall not constitute a breach of this paragraph.

14. Notices

Notices to be given under this License Agreement shall be in writing, and sent by prepaid registered or certified mail, return receipt requested. Notices shall be sent to the addresses of the parties listed in Attachment A.

All such notices shall be effective when received.

15. Enforcement

Failure at any time to enforce any of the provisions of this License Agreement or any right with respect thereto, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, or options or in any way to affect the validity of this License Agreement. The exercise of any rights or options under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other right under this License Agreement.



16. Default

If Licensee fails to observe, keep, or perform any provisions of this License Agreement required to be observed, kept, or performed by Licensee and does not correct such conditions within ten (10) days after receiving written notice thereof from SNMP, SNMP shall have the right to terminate the rights granted in sections 2., Internal Use Rights, and 3., Binary Redistribution Rights and elsewhere in this License Agreement. Also, to require the Licensee to return or provide written certification of the destruction of all copies of the Program Source provided by SNMP to the Licensee and all copies thereof and all Derivative Works of the Program Source in all forms;

In the event of unauthorized use or distribution of the Program Source, SNMP shall have the right in addition to its other remedies, to:

- (a) recover from Licensee an amount not less than the sum that Licensor would have charged the person or persons obtaining the benefit of such unauthorized use of the Program Source, plus any amount received by Licensee on account of such unauthorized use;
- (b) seek to have any threatened or actual breach by Licensee enjoined;
- (c) pursue any other remedy at law or in equity.

All responsibilities of the Licensee and the other provisions of this License Agreement shall remain in full force and effect and shall survive the termination of these rights.

17. Legal Expenses

In case legal action is taken by either party to enforce this License Agreement, all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof shall be paid by the other party.

18. Severability

In the event that one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of jurisdiction governing the entire License Agreement, such unenforceability shall not affect any other provisions of this License Agreement, but this License Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

19. Captions

The captions in this License Agreement are for convenience only and shall not be construed to define or limit any of the terms herein.

20. Rights in Technical Data and Computer Software

The Program is "Unpublished Commercial Computer Software," which has been "developed exclusively at private expense," and is subject to "Restricted Rights." Licensee shall mark the Licensed Modules distributed to government third parties with the required restricted rights legends as provided in subparagraphs (c) (4) and (d) of the Commercial Computer Software-Restricted Rights Clause, FAR 52.227-19. The rights of such sublicensees are further defined in DFARS 252.227-7 202 and other corresponding governmental regulations.

21. Export and Re-export

The Licensee agrees to comply with any and all pertinent laws and regulations of the United States, including the regulations of the United States Department of Commerce with respect to the export of United States origin technical data and commodities.

Regardless of any disclosure made by Licensee to SNMP of the ultimate destination of the Program or Derivative Works thereof, the Licensee shall not export, re-export, or transfer, directly or indirectly, any portion of the Program or any system containing any portion of the Program, if those portions are subject to export restrictions in the then current regulations of the United States Department of Commerce or any other agency or department of the United States Government, without first obtaining export licenses as may be required, if any, under the applicable laws and regulations.

22. Entire Agreement

This License Agreement supersedes all prior agreements and understandings, oral or written, between the parties related to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms of the License Agreement between the parties. This License Agreement shall not be modified, except by written agreement signed by both of the parties hereto.

If a conflict arises between the provisions of this License Agreement and any Purchase Orders issued under it, then the provisions of this License Agreement shall govern. The provisions on any Purchase Orders referenced in or issued under this License Agreement shall not amend this License Agreement or be binding upon the parties in any manner or to any degree.

23. Relationship of Parties

The relationship of the parties is that of independent contractors. No one party is the agent of the other and neither party is authorized to act on behalf of the other party.

24. Payment Terms

In return for the above, Licensee shall pay to SNMP an initial one time fee plus fully paid royalties.

The Licensee shall pay to SNMP an initial license fee in the amount defined in Attachment A. The initial license fee shall be paid within 30 days of the effective date of this License Agreement.

The redistribution of Source is prohibited under the terms of this License Agreement so there are no applicable royalties for the redistribution of Source.

In addition to all other remedies, all payments received later than 30 days after the invoice date will be subject to a monthly penalty of 1.5 percent of the amount due, compounded monthly, or the maximum allowed by law, whichever is less. This penalty will continue to accrue until the payment plus penalty is paid in full.

25. Year 2000

SNMP warrants that the Licensed Modules transfer date information greater than or equal to December 31, 1999 in the same manner as date information less than December 31, 1999.

SNMP warrants that the Licensed Modules transfer date information between December 31, 1999 and January 1, 2000 in the same manner as it does date information prior to December 31, 1999.

26. Governing Law

The terms herein will be governed by the laws of the State of Tennessee and the United States of America.

27. Effective Date

The effective date of this License Agreement shall be the latter of the dates it is executed by the respective parties.

PURCHASE ORDER NUMBER: \_\_\_\_\_

ATTEST:

LICENSEE: Cabletron Systems, Inc.

BY: \_\_\_\_\_  
signed  
David J. Kirkpatrick  
Printed/Typed

TITLE: C.F.O.

DATE: 12/2/99

ATTEST:

LICENSOR: SNMP Research International, Incorporated

BY: Mary L. Case  
Mary L. Case  
Chief Executive Officer

DATE: 12/8/99

## **Attachment A**

### **Licensee Name and Address:**

Cabletron Systems, Inc.  
35 Industrial Way  
Rochester NH 03867

### **Licensed Modules:**

Licensed Modules are portions of the Program which are licensed under the terms of this License Agreement and include:

Cross Development Tools, Solaris 2.X (Sparc)  
EMANATE Source, VxWorks  
documentation,  
other portions of the Program, if any.

### **Payment Terms:**

Initial Fees: [REDACTED] (U.S.)  
Plus  
Fully Paid Royalties: \$ [REDACTED]  
Total Fees Paid: \$ [REDACTED]

### **Notices**

Notices under this License Agreement shall be addressed to:

For Licensee: Contract Administrator  
Cabletron Systems, Inc.  
35 Industrial Way  
Rochester NH 03867

A courtesy copy to: Manager of Legal Department  
Cabletron Systems, Inc.  
35 Industrial Way  
P.O. Box 5005  
Rochester, New Hampshire 03866-5005

For Licensor: Mary L. Case  
SNMP Research International, Incorporated  
3001 Kimberlin Heights Road  
Knoxville, Tennessee 37920

**Use of the Licensed Modules**

Until Licensee informs SNMP, the Licensed Modules will be shipped to:

Cabletron Systems, Inc., Engineering  
35 Industrial Way  
Rochester NH 03867

The Licensed Modules shall be used with the SmartSwitch Router product family.

## Attachment B

The following copyright notices are by way of example, and not limitation.

Sample 1:

The ISODE is openly available but is **NOT** in the public domain. You are allowed and encouraged to take this software and build commercial products. However, as a condition of use, you are required to “hold harmless” all contributors.

Permission to use, copy, modify, and distribute this software and its documentation for any purpose and without fee is hereby granted, provided that this notice and the reference to this notice appearing in each software module be retained unaltered, and that the name of any contributors shall not be used in advertising or publicity pertaining to distribution of the software without specific written prior permission. No contributor makes any representations about the suitability of this software for any purpose. It is provided “as is” without express or implied warranty.

ALL CONTRIBUTORS DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL ANY CONTRIBUTOR BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

As used above, “contributor” includes, but is not limited to:

The MITRE Corporation  
The Northrop Corporation  
NYSERNet, Inc.  
Performance Systems International, Inc.  
University College London  
The University of Nottingham  
The Wollongong Group, Inc.  
Marshall T. Rose

In particular, the Northrop Corporation provided the initial sponsorship for the ISODE and the Wollongong Group, Inc., also supported this effort. The ISODE receives partial support from the U.S. Defense Advanced Research Projects Agency and the Rome Air Development Center of the U.S. Air Force Systems Command under contract number F30602-88-C-0016 to NYSERNet Inc.



Sample 2:

DES:

```
/* Software DES functions
 * written 12 Dec 1986 by Phil Karn, KA9Q; large sections adapted from
 * the 1977 public-domain program by Jim Gillogly
 */
```

Sample 3:

MD5:

Duplicated with permission. Customers should consult competent legal counsel before shipping derivative works of this software internationally.

```
/*
*****
** Copyright (C) 1990, RSA Data Security, Inc. All rights reserved. **
**                                                                 **
** License to copy and use this software is granted provided that **
** it is identified as the "RSA Data Security, Inc. MD5 Message- **
** Digest Algorithm" in all material mentioning or referencing this **
** software or this function. **
**                                                                 **
** License is also granted to make and use derivative works **
** provided that such works are identified as "derived from the RSA **
** Data Security, Inc. MD5 Message-Digest Algorithm" in all **
** material mentioning or referencing the derived work. **
**                                                                 **
** RSA Data Security, Inc. makes no representations concerning **
** either the merchantability of this software or the suitability **
** of this software for any particular purpose. It is provided "as **
** is" without express or implied warranty of any kind. **
**                                                                 **
** These notices must be retained in any copies of any part of this **
** documentation and/or software. **
*****
*/
```

# SNMP Research International

Effective

Date: 12 / 28 / 99

## AMENDMENT 1 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter "SNMP") hereby grants to Cabletron Systems, Inc. (hereinafter "Licensee"), in addition to the license previously granted under a License Agreement dated October, 1999 a license to additional Licensed Modules and documentation, subject to the following provisions:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (b) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.
- (c) The Source Code which is common to the Licensed Modules of both the Agreement and this Amendment shall be governed by the provisions of this Amendment upon occurrence of the first distribution of such Licensed Modules to Licensee after the Effective Date of this Amendment.

### 2. Definitions

- (a) "Additional Licensed Modules" refers to:
  - i. EPIC Adaption Layer for EMANATE VxWorks,
  - ii. Developer documentation,
  - iii. User documentation, and
  - iv. any other material provided by SNMP.
- (b) "Licensed Modules" refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. the Additional Licensed Modules.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 423 579 3311 Fax: +1 423 579 6565 E-mail: info@int.snmp.com

3. Use of the Licensed Modules

The Licensed Modules will be used in the SmartSwitch 2000, 6000, and 6700 product family. Licensee shall inform SNMP before the Licensed Modules are used in another project or product family. Additional charges may apply.

4. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee plus lifetime paid up royalties of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

5. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

6. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

**LICENSEE:** Cabletron Systems, Inc.

**BY:** \_\_\_\_\_  
signed

\_\_\_\_\_  
Printed/Typed

**TITLE:** \_\_\_\_\_

**DATE:** 12/21/99

**SNMP:** SNMP Research International, Inc.

**BY:** Mary L. Case  
Mary L. Case, Chief Executive Officer

**DATE:** 12/28/99

# SNMP Research International

Effective

Date: 6 / 26 / 02

## AMENDMENT 2 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter "SNMP") hereby grants to Enterasys Networks, Inc. (formerly Cabletron Systems, Inc.) with principal offices at 500 Spaulding Turnpike, Portsmouth, New Hampshire 03801, USA (hereinafter "Licensee"), in addition to the license previously granted under a License Agreement dated December 8, 1999, as amended by Amendment 1 (hereinafter "Agreement"), a license to additional Licensed Modules and documentation, subject to the following provisions:

### 1. Application of Agreement

- (a) As of the effective date of this Amendment 2, the terms "Cabletron Systems, Inc." and "Licensee" in the Agreement refer to Enterasys Networks, Inc.
- (b) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (c) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.
- (d) The Source Code which is common to the Licensed Modules of both the Agreement and this Amendment shall be governed by the provisions of this Amendment upon occurrence of the first distribution of such Licensed Modules to Licensee after the Effective Date of this Amendment.

### 2. Definitions

- (a) "Amendment 2 Licensed Modules" are for Licensee's Las Vegas project, which is the Matrix V product on the VxWorks operating system and the PowerPC hardware platform with Marvell Presteria networking chipset, and include:
  - i. Source Code EMANATE/Lite for VxWorks (Motorola 680X0),
  - ii. Source Code EPIC for VxWorks (Motorola 680X0),
  - iii. Binary Code SNMP Utilities and MIB Tools for 32-bit Solaris (SPARC),

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

- iv. Developer documentation,
- v. User documentation, and
- vi. any other material provided by SNMP.

(b) "Licensed Modules" refers to:

- i. the Licensed Modules defined in the Agreement, and
- ii. the Amendment 2 Licensed Modules.

### 3. Redistribution Rights

Licensee does not have the right to redistribute the Amendment 2 Licensed Modules in Source form.

### 4. Location of the Licensed Modules

The Licensed Modules will be located at:

Enterasys Networks, Inc.  
35 Industrial Way  
Building 35E  
Rochester, New Hampshire 03866-5005  
USA

Licensee shall inform SNMP before the Licensed Modules is moved to another location. Additional charges may apply.

### 5. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee plus per-copy royalties.

Licensee shall pay royalties to SNMP according to one of the following royalty options. Licensee may switch between royalty options upon prior notice to SNMP. Until such notice is received by SNMP, the provisions of the Per-Copy Royalty Option shall be in force.

#### (a) Per-Copy Royalty Option

- i. Licensee shall pay a royalty for every binary copy created under the rights granted herein which contains all, some, or part of the EM-ANATE/Lite or EPIC Program as per the following chart (in U.S. \$):

Qty From	To	Royalty per Unit
1	up	■

- ii. Licensee shall pay the Per-Copy Royalties quarterly, with payment due on April 30 for all copies created during the first quarter (January - March), July 31 for all copies created during the second quarter (April - June), October 31 for all copies created during the third quarter (July - September), and January 31 for all copies created during the fourth quarter (October - December).
- iii. Licensee shall make the quarterly Per-Copy Royalty payments without quarterly invoices from SNMP.

(b) Royalty Lease Option

- i. A Royalty Lease extends for a term of one year. If Licensee pays to SNMP a Royalty Lease payment of [REDACTED] (U.S.) per Platform, then, during the term of the Royalty Lease, Licensee may distribute an unlimited number of copies of the Licensed Modules and Derivative Works for that Platform according to the provisions governing distribution as found elsewhere in this License Agreement. If Licensee renews before the expiration of the prior term, then the rate for the renewal term shall be the same as that for the prior term.

(c) Paid-Up Royalty Option

- i. If Licensee pays to SNMP a Paid-Up Royalty of [REDACTED] (U.S.) per Platform, then Licensee may distribute in perpetuity an unlimited number of copies of the Licensed Modules and Derivative Works for that Platform, according to the provisions governing distribution as found elsewhere in this License Agreement.

The Licensee shall pay to SNMP an initial license fee in the amount of [REDACTED] (U.S.). This fee shall be paid within thirty (30) days of the effective date of this Amendment 2.

The Licensee shall also pay to SNMP leased royalties for the period beginning December 31, 2002 and ending December 30, 2003 in the amount of [REDACTED] (U.S.). This fee shall be paid by November 15, 2002.

6. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

7. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

PURCHASE ORDER NUMBER: 4590005519

LICENSEE: Enterasys Networks, Inc.

BY: Thomas D. Bunce  
signed

Thomas D. Bunce  
Printed/Typed

TITLE: EVP Engineering

DATE: 6/25/02

SNMP: SNMP Research International, Inc.

BY: Mary L. Case  
Mary L. Case, Chief Executive Officer

DATE: June 26, 2002

# SNMP Research International

Effective

Date: 11 / 10 / 03

## AMENDMENT 3 TO LICENSE AGREEMENT

This Amendment 3 by and between SNMP Research International, Inc., a Tennessee corporation, with principal offices at 3001 Kimberlin Heights Road, Knoxville, Tennessee 37920-9716 (hereinafter "SNMP"), and Enterasys Networks, Inc. (formerly Cabletron Systems, Inc.) with principal offices at 50 Minuteman Road, Andover, Massachusetts 01810 (hereinafter "Licensee").

Whereas, SNMP and Licensee have previously entered into a License Agreement dated December 8, 1999, as amended by Amendment 1 through Amendment 2 (hereinafter "Agreement"), and

Whereas, the parties wish to modify and supplement the provisions of such agreements:

Now, therefore, the parties, in consideration of the terms and conditions herein, agree as follows:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (b) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.
- (c) The Source Code which is common to the Licensed Modules of both the Agreement and this Amendment shall be governed by the provisions of this Amendment upon occurrence of the first distribution of such Licensed Modules to Licensee after the Effective Date of this Amendment.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716



## 2. Definitions

- (a) "Domestic Versions" shall mean all versions of the Program distributed by SNMP that contain technology subject to export restrictions by the United States government.
- (b) "International Versions" shall mean all versions of the Program distributed by SNMP on media labeled "international", "export", or similar. International Versions may be distributed outside of the United States.
- (c) "Matrix V Licensed Modules" refers to that portion of the Program previously licensed by Licensee under Amendment 2 to the Agreement dated June 26, 2002 for the Las Vegas project, which is the Matrix V product on the VxWorks operating system and the PowerPC hardware platform with Marvell Presteria networking chipset, and includes Domestic Versions of:
  - i. Source Code EMANATE/Lite for VxWorks (Motorola 680X0),
  - ii. Source Code EPIC for VxWorks (Motorola 680X0),
  - iii. Binary Code SNMP Utilities and MIB Tools for 32-bit Solaris (SPARC),
  - iv. Developer documentation,
  - v. User documentation, and
  - vi. any other material provided by SNMP.
- (d) "Amendment 3 Licensed Modules" refers to the Matrix V Licensed Modules, however, it is agreed that the Amendment 3 Licensed Modules is changed from Domestic Versions to International Versions. Amendment 3 Licensed Modules shall be used only for the Matrix V product on the VxWorks operating system and the PowerPC hardware platform with Marvell Presteria networking chipset.
- (e) "Licensed Modules" refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. the Amendment 3 Licensed Modules.

3. Location of the Licensed Modules

The Amendment 3 Licensed Modules will be shipped to:

Enterasys Networks, Inc.  
35 Industrial Way  
Building 35E  
Rochester, New Hampshire 03866

The Amendment 3 Licensed Modules may also be located at:

Tata Elxsi Limited  
Maruthi Industrial Estate  
ITPL Road, Whitefield  
Bangalore 560 048, India

Tata Elxsi Limited  
ITPL Road, Whitefield  
Bangalore 560 048, India

4. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

Licensee shall also pay royalties to SNMP according to one of the royalty options defined by Amendment 2 to the Agreement.

5. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

6. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

PURCHASE ORDER NUMBER: 4540040866

LICENSEE: Enterasys Networks, Inc.

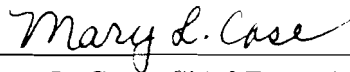
BY:   
signed

LEON K WOOD  
Printed/Typed

TITLE: EVP

DATE: 11/6/03

SNMP: SNMP Research International, Inc.

BY:   
Mary L. Case, Chief Executive Officer

DATE: 11-10-03

Approved by  
Enterasys  
Legal Department  
DMO

# SNMP Research International

Effective

Date: 3 / 25 / 04

## AMENDMENT 4 TO LICENSE AGREEMENT

This Amendment 4 by and between SNMP Research International, Inc., a Tennessee corporation, with principal offices at 3001 Kimberlin Heights Road, Knoxville, Tennessee 37920-9716 (hereinafter "SNMP"), and Enterasys Networks, Inc. (formerly Cabletron Systems, Inc.) with principal offices at 50 Minuteman Road, Andover, Massachusetts 01810 (hereinafter "Licensee").

Whereas, SNMP and Licensee have previously entered into a License Agreement dated December 8, 1999, as amended by Amendment 1 through Amendment 3 (hereinafter "Agreement"), and

Whereas, the parties wish to modify and supplement the provisions of such agreements; Now, therefore, the parties, in consideration of the terms and conditions herein, agree as follows:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (b) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.
- (c) The Source Code which is common to the Licensed Modules of both the Agreement and this Amendment shall be governed by the provisions of this Amendment upon occurrence of the first distribution of such Licensed Modules to Licensee after the Effective Date of this Amendment.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

## 2. Definitions

- (a) “Amendment 4 Licensed Modules” are for Licensee’s X-Series Advanced Core Router product on the Linux operating system and the 80X86 and PowerPC hardware platforms, and include:
  - i. Source Code EMANATE® with EPIC for Red Hat Linux (80X86),
  - ii. Developer documentation,
  - iii. User documentation, and
  - iv. any other material provided by SNMP.
- (b) “Licensed Modules” refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. the Amendment 4 Licensed Modules.

## 3. Location of the Licensed Modules

The Licensed Modules will be located at:

Enterasys Networks, Inc.  
50 Minuteman Road  
Andover, Massachusetts, USA

Licensee shall inform SNMP before the Licensed Modules is moved to another location. Additional charges may apply.

## 4. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

## 5. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

6. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

7. Governing Law

The terms herein will be governed by the laws of the State of Tennessee and the United States of America.

PURCHASE ORDER NUMBER: \_\_\_\_\_

LICENSEE: Enterasys Networks, Inc.

BY: 

signed

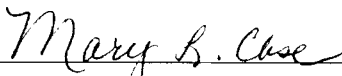
Robert Rynn

Printed/Typed

TITLE: Vice President ENG

DATE: 3/25/04

SNMP: SNMP Research International, Inc.

BY: 

Mary L. Case, Chief Executive Officer

DATE: 3/25/04

Approved by  
Enterasys  
Legal Department

3



# SNMP Research International

Effective

Date: 7 / 15 / 05

## AMENDMENT 5 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter "SNMP") hereby grants to Enterasys Networks, Inc. (hereinafter "Licensee"), in addition to the license previously granted under a License Agreement dated December 8, 1999, as amended by Amendment 1 through Amendment 4 (hereinafter "Agreement"), a license to additional Licensed Modules and documentation, subject to the following provisions:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (b) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.

### 2. Definitions

- (a) "Amendment 5 Licensed Modules" refers to:
  - i. Source Code IPv6 Extensions for EMANATE<sup>®</sup> with EPIC<sup>™</sup> for Red Hat Linux (80X86),
  - ii. Developer documentation,
  - iii. User documentation, and
  - iv. any other material provided by SNMP.
- (b) "Licensed Modules" refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. the Amendment 5 Licensed Modules.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

3. Redistribution Rights

Licensee has the right to distribute binary copies of the Amendment 5 Licensed Modules and Derivative Works in Software form for Licensee's X-Series Advanced Core Router product on the Linux operating system and the 80X86 and PowerPC hardware platform according to the rights granted in the Agreement.

4. Location of the Amendment 5 Licensed Modules

The Amendment 5 Licensed Modules will be located at:

Enterasys Networks, Inc.  
50 Minuteman Road  
Andover, Massachusetts, USA

Licensee shall inform SNMP before the Amendment 5 Licensed Modules are moved to another location. Additional charges may apply.

5. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

6. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

7. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.



8. Governing Law

The terms herein will be governed by the laws of the State of Tennessee and the United States of America.

PURCHASE ORDER NUMBER: \_\_\_\_\_

LICENSEE: Enterasys Networks, Inc.

BY: David C. Ready  
signed

David C. Ready  
Printed/Typed

Approved by  
Enterasys TBR  
Legal Department

TITLE: Vice President

DATE: 7/8/05

SNMP: SNMP Research International, Inc.

BY: Mary L. Case  
Mary L. Case, Chief Executive Officer

DATE: 7/15/05

# SNMP Research International

Effective

Date: 8/24/09

## AMENDMENT 7 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter "SNMPRI") hereby grants to Enterasys Networks, Inc. (hereinafter "Licensee"), in addition to the license previously granted under a License Agreement dated December 8, 1999, as amended by subsequent amendments (hereinafter collectively referred to as the "Agreement"), a license to additional Licensed Modules and documentation, subject to the following provisions:

### 1. Application of Agreement

- (a) The provisions of this Amendment 7 are to be applied in addition to the provisions of the Agreement. Wherever the provisions of this Amendment 7 and the Agreement may be contradictory, the provisions of this Amendment 7 shall have precedence over the provisions of the Agreement.
- (b) Those terms defined in the Agreement shall retain their definition in this Amendment 7.

### 2. Definitions

- (a) "Cross Development Tools" refers to Binary Code SNMP Utilities and MIB Tools.
- (b) "Amendment 7 Licensed Modules" refers to
  - i. Binary Code Cross Development Tools for 32-bit Linux (X86),
  - ii. Developer Documentation, and
  - iii. User Documentation.
- (c) "Licensed Modules" refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. the Amendment 7 Licensed Modules.
- (d) "Project" refers to Licensee's development efforts resulting in a product. Product can be a group of similar products on Licensee's price list as long as the same Licensed Modules binaries, including a substantial portion of the MIB objects, function properly on all related Licensee product offerings. Revisions and upgrades of the Licensee's product may also be included in the same Project if the same binaries, including MIB objects, function properly on the current version of the product and the upgrade version of the product. For instance the binaries produced to run on the N-Series product will also run on the S-Series product.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

### 3. Redistribution Rights

Licensee has the right to distribute Derivative Works of Binary Code Cross Development Tools for 32-bit Linux (X86) and User Documentation for Licensee's N-Series Project or S-Series Project according to the rights granted in the Agreement.

No redistribution rights are granted with regard to Binary Code Cross Development Tools for 32-bit Linux (X86) or Developer Documentation for Licensee's N-Series Project or S-Series Project according to the rights granted in the Agreement.

### 4. Location of the Amendment 7 Licensed Modules

The Amendment 7 Licensed Modules will be located at:

Enterasys Networks, Inc.  
50 Minuteman Road  
Andover, Massachusetts, USA

Licensee shall inform SNMP before the Amendment 7 Licensed Modules are moved to another location. Additional charges may apply.

For purposes of this section, it is agreed that "location" shall mean the specified address as well as any telecommuter that accesses the Licensed Modules through such address. If the telecommuter downloads the Licensed Modules to his different physical location, then the Amendment 7 Licensed Modules are moved to another location.

### 5. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

### 6. Effective Date

The Effective Date of this Amendment 7 shall be the latter of the dates it is executed by the respective parties.

### 7. Entire Agreement


This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

8. Governing Law

The terms herein will be governed by the laws of the State of Tennessee and the United States of America.

PURCHASE ORDER NUMBER: 4590008039

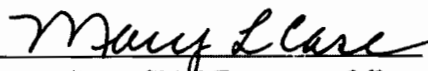
LICENSEE: Enterasys Networks, Inc.

BY:   
signed  
Ernest E Eaton  
Printed/Typed

TITLE: Director of Engineering

DATE: Aug 21, 2009

SNMP: SNMP Research International, Inc.

BY:   
Mary L. Case, Chief Executive Officer

DATE: August 24, 2009

# SNMP Research International

EFFECTIVE

DATE: 11/13/13

## AMENDMENT 8 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter "SNMP") hereby grants to Enterasys Networks, Inc. located at 9 Northeastern Blvd., Salem, NH 03879 (hereinafter "Licensee"), in addition to the license previously granted under a License Agreement dated December 8, 1999 as amended by Amendments 1 through 5 and Amendment 7 (hereinafter collectively referred to as the "Agreement"), a license to additional Licensed Modules and documentation, subject to the following provisions:

### 1. Application of Agreement

- (a) The provisions of this Amendment 8 are to be applied in addition to the provisions of the Agreement. Wherever the provisions of this Amendment 8 and the Agreement may be contradictory, the provisions of this Amendment 8 shall have precedence over the provisions of the Agreement.
- (b) Those terms defined in the Agreement shall retain their definition in this Amendment 8

### 2. Definitions

- (a) "Amendment 8 Licensed Modules" are for use with Licensee's 5000/7000 products on the VxWorks operating system and the PPC hardware platform, and include:
  - i. EMANATE® Source Code for VxWorks (PPC),
  - ii. EMANATE® Cross Development MIB Tools Source for 32-bit Linux (X86),
  - iii. EPIC (EMANATE Protocol Interface Component Subsystem) for VxWorks (PPC),
  - iv. Developer documentation,
  - v. User documentation, and
  - vi. any other material provided by SNMP.
- (b) "Licensed Modules" refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. these Amendment 8 Licensed Modules.

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SNMP Research International, Incorporated  
3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716  
Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

### 3. Redistribution Rights

Licensee has the right to distribute binary copies of the Amendment 8 Licensed Modules and Derivative Works in Software form for Licensee's 5000/7000 products using any variation of the VxWorks operating system and the PowerPC hardware platform according to the rights granted in the Agreement except that no Binary Redistribution Rights are granted with respect to the Developer Documentation, Subagent Development Kit, or any other development tools.

Licensee does not have the right to redistribute the Amendment 8 Licensed Modules in Source form.

### 4. Confidentiality

The following is added to section 8 of the December 8, 1999 License Agreement, Confidentiality and Non-Disclosure.

"Software, Source, and any data or databases contained therein shall be maintained in strict confidence and will not be disclosed to any third party without the express written consent of SNMP. Access to the Software, Source, data and databases will be limited to only Licensee's employees, consultants, and contractors who are bound by an agreement including confidentiality terms at least as protective as those in the Agreement and who have a need to have access to the Software, Source, data, and databases. The Software, Source, data, and databases will be uninstalled and fully removed from any computers, disk drives, printouts, or any form of media before it becomes no longer under Licensee's control, whether by sale, gift, liquidation, or otherwise. It is expressly understood and agreed that the strictures of confidentiality imposed by this Agreement shall survive the termination of this Agreement or any part thereof."

### 5. Assignment

The following is inserted as a new Section 28, Assignment, of the December 8, 1999 License Agreement:

"The Agreement and this Amendment 8 may not be transferred or assigned by Licensee without SNMP's prior written consent, which shall not be unreasonably withheld, and any action or conduct in violation of the foregoing shall be void and without effect. Transfers of rights under this Agreement with consent of SNMP are effective only upon execution of an appropriate transfer amendment. Merger or acquisition of, by, or with Licensee involving another company is agreed to be a transfer of rights under this Agreement which requires a written agreement.

"SNMP expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder."



6. Location of the Licensed Modules

- (a) The Amendment 8 Licensed Modules will be located at for development purposes:

Enterasys Networks, Inc.  
9 Northeastern Blvd.  
Salem, NH 03879

Licensee shall inform SNMP before the Amendment 8 Licensed Modules are moved to another development location. Additional charges may apply.

- (b) In response to notification that Licensee is moving and after the Effective Date of this Amendment 8, all Licensed Modules will be located at for development purposes:

Enterasys Networks, Inc.  
9 Northeastern Blvd.  
Salem, NH 03879

The previous development locations in Rochester, New Hampshire and Andover, Massachusetts are no longer authorized development locations.

Those development tools authorized to be located in India may remain at those authorized India locations.

Licensee shall inform SNMP before the Licensed Modules is moved to another location. Additional charges may apply.

7. Publicity

Section 13 of the December 8, 1999 License Agreement, Publicity, is entirely replaced by the following:

"Neither party shall divulge the material provisions of this Agreement to any third party or parties without the prior written permission of the other party, except as required to exercise the rights contained herein or as required by law.

"Disclosure by either party of the existence of this Agreement without disclosure of its terms and conditions shall specifically be permitted and shall not constitute a breach of this section. Nothing herein shall prohibit SNMP from disclosing to third parties that Licensee is a customer. Nothing herein shall prohibit Licensee from disclosing to third parties that SNMP is a supplier.

"Licensee may not use SNMP's name in any publications, advertisements, or other announcements without SNMP's prior written consent. Licensee does not have any rights to use any SNMP trademarks or logos.

"Notwithstanding anything to the contrary herein, each party shall have the right to disclose the terms and conditions of the Agreement, as amended, to

- (a) its employees, directors, consultants, contractors, attorneys, accountants, and other professional advisors, and
- (b) investors, potential investors, and their professional advisors, only to the extent necessary in connection with a potential financing, acquisition, merger, or public offering

provided that each recipient is subject to written obligations of confidentiality which are no less restrictive than those set forth in this Agreement, as amended, and each recipient has a legitimate business need to have access to the information."

#### 8. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

The license fee is for a single project; i.e., the 5000/7000 product developed at a single site using a single particular combination of target processor, operating system, and development tools platform.

This payment includes a Lifetime Paid-Up Royalty of [REDACTED] on the VxWorks (PPC) Platform, so Licensee may distribute in perpetuity an unlimited number of copies of the Amendment 8 Licensed Modules and Derivative Works on the 5000/7000 product on VxWorks (PPC), according to the provisions governing distribution as found elsewhere this Amendment 8 and in the Agreement.

#### 9. Effective Date

The Effective Date of this Amendment 8 shall be the latter of the dates it is executed by the respective parties.

#### 10. Entire Agreement

This Amendment 8 and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment 8, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.



11. Governing Law

Section 26 of the December 8, 1999 License Agreement, Governing Law, is entirely replaced by the following:

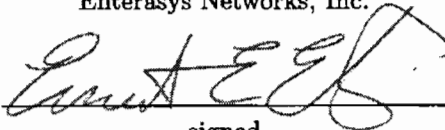
"This Agreement, as amended, is entered into in the State of Tennessee, and the rights and obligations of the parties to it shall be governed by, construed, interpreted, and enforced in accordance with the common and statutory law in force in the State of Tennessee and the controlling federal laws of United States of America without regard to the principles of conflict of laws of any jurisdiction. For actions arising out of or related to the subject matter of this Agreement, as amended, the parties hereby agree to be subject to sole and exclusive jurisdiction and venue lying in the State and Federal courts in Knox County, Tennessee, U.S.A., and hereby agree to service of process in accordance with the rules of such courts. Nothing herein shall alter, change, or be deemed inconsistent with the application of Tennessee law as the governing law of this Agreement.

"The application of the UN Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the portions of the Licensed Modules provided in connection with this Agreement, including the warranty terms herein."

PURCHASE ORDER NUMBER: \_\_\_\_\_

**LICENSEE:** Enterasys Networks, Inc.

**BY:**



signed

Ernest E Eaton

Printed/Typed

**TITLE:**

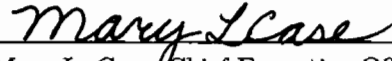
Director of Engineering

**DATE:**

11/13/2013

**SNMP:** SNMP Research International, Inc.

**BY:**



Mary L. Case, Chief Executive Officer

**DATE:**

November 13, 2013

# SNMP Research International

EFFECTIVE

DATE: 5/19/15

## AMENDMENT 9 TO LICENSE AGREEMENT

This Amendment 9, entered into in the State of Tennessee, is by and between SNMP Research International, Inc. (hereinafter "SNMPRI") a Tennessee corporation, with principal offices at 3001 Kimberlin Heights Road, Knoxville, Tennessee 37920-9716, and Extreme Networks, Inc. (hereinafter "EXTREME"), with corporate offices at 9 Northeastern Blvd., Salem, New Hampshire 03079.

WHEREAS SNMPRI previously entered into an agreement with Enterasys Networks, Inc. (hereinafter "ENTERASYS"), a corporation with a principal office at 9 Northeastern Blvd., Salem, New Hampshire 03079 as follows:

1. License Agreement with an effective date of December 8, 1999
  - (a) Amendment 1 with an effective date of December 28, 1999
  - (b) Amendment 2 with an effective date of June 26, 2002
  - (c) Amendment 3 with an effective date of November 10, 2003
  - (d) Amendment 4 with an effective date of March 25, 2004
  - (e) Amendment 5 with an effective date of July 15, 2005
  - (f) Amendment 7 with an effective date of August 24, 2009
  - (g) Amendment 8 with an effective date of November 13, 2013

(collectively, the "Agreement"); and

WHEREAS EXTREME completed the acquisition of ENTERASYS on November 1, 2013;

WHEREAS EXTREME wishes to continue to use the Licensed Modules licensed to ENTERASYS via the Agreement;

NOW, Therefore, SNMPRI and EXTREME (collectively, the "Parties" and each singularly, a "Party") agree as follows:

### 1. Application of Agreement

The provisions of this Amendment are to be applied in addition to the provisions of the Agreement. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement.

Those terms defined in the Agreement shall retain their definition in this Amendment.

## 2. Transfer

As of the Effective Date of this Amendment 9:

- (a) ENTERASYS hereby assigns all of its rights and responsibilities in and under the Agreement to EXTREME. All rights of ENTERASYS in and under this Agreement are terminated.
- (b) EXTREME hereby accepts the assignment of the Agreement and hereby agrees to perform and observe all responsibilities and obligations under the Agreement.
- (c) SNMPRI consents to the assignment of the Agreement from ENTERASYS to EXTREME. SNMPRI agrees to a one-time waiver of the "non-transferable" restrictions of the
  - i. Internal Use Rights found in the Agreement, and
  - ii. Binary Redistribution rights found in the Agreement;i.e., SNMPRI allows a one-time transfer of the rights listed above and responsibilities from ENTERASYS to EXTREME.
- (d) The terms "Enterasys Networks, Inc." and "Licensee" in the Agreement shall refer to EXTREME.
- (e) In addition, the associated Software Service Agreements and any other associated agreements signed by ENTERASYS and SNMPRI shall be transferred with the Agreement as described in this section 2, Transfer.

## 3. Scope of the Transfer

The transfer to EXTREME shall only be valid as to ENTERASYS's business unit and product line, as acquired, and not to the entirety of EXTREME's business or product line.

## 4. Notices

As of the Effective Date of this Amendment and until EXTREME informs SNMPRI in writing, notices for the Agreement shall be addressed to:

For EXTREME: Contract Administrator  
Extreme Networks, Inc.  
9 Northeastern Blvd.  
Salem, New Hampshire 03079

For SNMPRI: Mary L. Case, Chief Executive Officer  
SNMP Research International, Incorporated  
3001 Kimberlin Heights Road  
Knoxville, Tennessee 37920

5. Location of the Licensed Modules

- (a) The Licensed Modules will be located at a single site and the Internal Use rights under the Agreement may be exercised at one and only one site as follows:

Extreme Networks, Inc.  
9 Northeastern Blvd.  
Salem, New Hampshire 03079

EXTREME shall inform SNMPRI before the Licensed Modules are moved to a different site or to an additional site. Additional charges may apply.

- (b) Those development tools authorized to be located in India may remain at those authorized India Locations.

EXTREME shall inform SNMPRI before the Licensed Modules are moved to a different site or to an additional site. Additional charges may apply.

6. Royalty Contact

As of the Effective Date of this Amendment, the Royalty Contact under the Agreement shall be as follows:

Attn: Ernest Eaton  
Extreme Networks, Inc.  
9 Northeastern Blvd.  
Salem, New Hampshire 03079

7. Administrative Fee

EXTREME shall pay SNMPRI a one-time Administrative Fee in the amount of [REDACTED] within 30 days of the latest of the dates of the signatures, below.

8. Entire Agreement

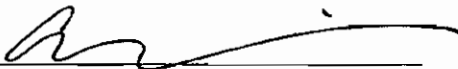
This Amendment and the Agreement are the complete and entire understanding between the Parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

9. Effective Date

The Effective Date of this Amendment is the latest of the dates it is executed by the respective Parties.

ATTEST:

ENTERASYS: Enterasys Networks, Inc.


BY:   
signed  
Anson Amador  
Printed/Typed

TITLE: Secretary

DATE: 5/8/2015

ATTEST:

EXTREME: Extreme Networks, Inc.

BY:   
signed  
Ken Arola  
Printed/Typed

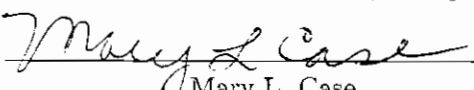
TITLE: CFO

DATE: 5-11-15

APPROVED  
CB  
5/11/15

ATTEST:

SNMPRI: SNMP Research International, Incorporated

BY:   
Mary L. Case  
Chief Executive Officer

DATE: May 19, 2015